

MEMORANDUM OF UNDERSTANDING
Between
Azusa Unified School District
And
Think Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement to provide non-instructional day services delivered by Think Together at certain school sites within Azusa Unified School District (AUSD) during the 2022/23 school year. The goal of Think programs is to provide the highest expanded learning programming to students within the AUSD in an effort to help close the achievement gap.

SCOPE OF SERVICES

It is agreed that Think Together will provide non-instructional day services for up to 900 students across nine program sites for nine hours per day over 15 program days. Think Together will assign 54 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and a supervision ratio of not more than one staff member to 10 students (1:10) for Transitional Kinder/Kinder students, incorporating 18 “floaters” to help maintain ratios. Each Site will be supervised by a Site Coordinator. The project will be managed by a Quality Assurance Coach. Think Together will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services. Think Together will apply a 15% administrative fee.

PAYMENT

AUSD will pay Think Together a fee of **\$755,080** (SEVEN HUNDRED FIFTY-FIVE THOUSAND, EIGHTY DOLLARS) to deliver the scope of work described above. Think Together shall invoice AUSD one-half of the amount upon execution of the MOU and one-half on June 1, 2023.

FACILITY USAGE

The District will provide Think Together with access to and use of the District’s facilities as necessary to meet the terms of this MOU. To the extent possible, the District shall provide one classroom for every twenty students enrolled in the program.

TERMS

This MOU shall become effective immediately when signed by both parties and remain in effect until the scope of services has been met.

TERMINATION

Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the AUSD makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, AUSD must provide Think Together with a written request to cure the default. If the AUSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the AUSD shall have the right to immediately terminate this MOU upon written notification to Think Together.

If at any time during the performance of this MOU the AUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the AUSD shall have the right to terminate the performance of Think Together's services hereunder by giving sixty (60) days written notification to Think Together of its intention to terminate.

INDEMNIFICATION

Think Together shall indemnify, pay for the defense of, and hold harmless AUSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless AUSD of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The AUSD shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the AUSD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW

This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT

This MOU may be amended only by written instrument signed by duly authorized representatives of the AUSD and Think Together.

NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Think Together, Inc.
2101 E. Fourth St, Suite B-200
Santa Ana, CA 92705

To: Azusa Unified School District
546 S. Citrus Avenue
Azusa, CA 91702

SEVERABILITY

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Think Together, Inc. and the Azusa Unified School District have executed this Memorandum of Understanding as of the dates indicated below.

Norma Carvajal Camacho
Assist. Superintendent, Ed. Services
Azusa Unified School District

Date



Randy Barth
CEO & Founder
Think Together, Inc

6.09.22

Date